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6. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your Reaffirmation Agreement becomes effective upon filing with the court unless the Reaffirmation Agreement is presumed to be an undue hardship as explained in Part D.
7. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, it will not be effective unless the court approves it. The court will notify you of the hearing on your Reaffirmation Agreement. You must attend this hearing in bankruptcy court where the judge will review your Reaffirmation Agreement. The bankruptcy court must approve your Reaffirmation Agreement as consistent with your best interests, except that no court approval is required if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

**Your Right to Rescind (Cancel) Your Reaffirmation Agreement.** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). If you rescind (cancel) your Reaffirmation Agreement, the court recommends that it be done in writing and filed with the court. You should keep a copy of your written notice of rescission to the creditor.

**What Are Your Obligations If You Reaffirm The Debt?** A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the Reaffirmation Agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

**Are You Allowed To Pay This Debt Without Signing A Reaffirmation Agreement?** Yes, you may voluntarily pay a debt without signing a Reaffirmation Agreement, notwithstanding your discharge in bankruptcy. If you do not sign a Reaffirmation Agreement and are later unwilling or unable to pay the debt, the creditor may not be able to collect it from you. The creditor also will not be allowed to take your property to pay the debt unless the creditor has a lien on that property.

**Are You Required To Enter Into A Reaffirmation Agreement By Any Law?** No, you are not required to reaffirm a debt by any law. It is not required by the Bankruptcy Code, by any other law, or by any contract. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

**What If Your Creditor Has A Security Interest Or Lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

**Note:** When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is to tell you what might occur if the law permits the creditor to take the action. If you have any questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the Reaffirmation is held.

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**SUMMARY OF REAFFIRMATION AGREEMENT**

This summary is made pursuant to the requirements of the Bankruptcy Code

**ORIGINAL DEBT.**

Total Amount of Debt When Case Was Filed  
Original Annual Percentage Rate (APR)

\$ \_\_\_\_\_  
\_\_\_\_\_ %

**AMOUNT REAFFIRMED.**

"Amount Reaffirmed" includes the following:

Principal	\$ _____
Interest Accrued to Date of Disclosure	\$ _____
Attorneys Fees	\$ _____
Late Fees	\$ _____
Other Expenses or Costs Accrued to Date of Disclosure	\$ _____

**Total Amount Reaffirmed** \$ \_\_\_\_\_

"Amount Reaffirmed" is the amount of debt you have agreed to reaffirm. Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.

**ANNUAL PERCENTAGE RATE (APR) ON AMOUNT REAFFIRMED:**

\_\_\_\_\_ %

☐ This is a variable rate loan.

The interest Rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed may be higher or lower.

**Security Interest and Lien:**

Creditor asserts a security interest or lien in the following goods or property to secure the Amount Reaffirmed.

Description of Collateral. If applicable, list manufacturer, year and model: \_\_\_\_\_

\_\_\_\_\_

Original Purchase Price \$ \_\_\_\_\_

Value \$ \_\_\_\_\_

Valuation Date \_\_\_\_\_

Basis or Source of Valuation \_\_\_\_\_

Check Applicable Box:

- ☐ Any lien described herein is valid and perfected.
- ☐ This Reaffirmation Agreement is part of a settlement of a dispute regarding the dischargeability of this debt under § 523 of the Bankruptcy Code (11 U.S.C. § 523) or any other dispute. The nature of the dispute is \_\_\_\_\_

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**Repayment Schedule for Amount Reaffirmed:**

Your payment schedule will be: \_\_\_\_\_

Amount of New Monthly Payment \$ \_\_\_\_\_

Date Payments Start: \_\_\_\_\_

Total Number of Payments to be made \_\_\_\_\_

Total of Payments if paid according to  
schedule \_\_\_\_\_Date any Lien is to be Released if paid  
according to schedule \_\_\_\_\_**PART B: REAFFIRMATION AGREEMENT**

I/We agree to reaffirm the debt(s) arising under the credit agreement described below:

**Brief Description of Credit Agreement:**


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**Description of Any Changes to the Credit Agreement Made as Part of this Reaffirmation Agreement:**

The terms of this Reaffirmation Agreement differ from the terms of the original contract between the creditor and the Debtor(s) as follows: \_\_\_\_\_

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Payments on this debt ☐ were ☐ were not in default on the date on which this bankruptcy case was filed.

So long as Debtor(s) complies/comply with the terms of the original contract, as modified by the terms of this Reaffirmation Agreement, creditor agrees it will not seize, foreclose upon or sell the collateral or seek collection of the debt by other means unless a default under the contract, as modified hereby, occurs after the bankruptcy court has approved this Reaffirmation Agreement.

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**Certification of Attachments:**

Any documents which created and perfected the security interest or lien ☐ are ☐ are not attached. (If the document(s) attached contains a full financial account number and/or Social Security Number, black out all but the last four digits. For names of minor children, use each child's initials. For dates of birth, use only the birth year.) *If documents are not attached:* The documents which created and perfected the security interest or lien are not attached because \_\_\_\_\_

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\_\_\_\_\_  
Signature of Debtor\_\_\_\_\_  
Signature of Joint Debtor

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Acceptance by Creditor:

\_\_\_\_\_  
Name of Creditor\_\_\_\_\_  
Signature of Creditor

Date:\_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Creditor**PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (If Any).**

I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the Debtor(s); (2) this agreement does not impose an undue hardship on the Debtor(s) or any dependent of the Debtor(s); and (3) I have fully advised the Debtor(s) of the legal effect and consequences of this agreement and any default under this agreement. If a presumption of undue hardship has been established with respect to the above Reaffirmation Agreement, I further certify that, in my opinion, the Debtor(s) is/are able to make the payment.

\_\_\_\_\_  
Typed Name of Attorney\_\_\_\_\_  
Signature of Attorney\_\_\_\_\_  
Address\_\_\_\_\_  
CA State Bar #\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
Telephone Number\_\_\_\_\_  
FAX Number

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**PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

1. I/We believe this Reaffirmation Agreement will not impose an undue hardship on my/our dependents or me/us. I/We can afford to make the payments on the reaffirmed debt because my/our monthly income (take home pay plus any other income received) is \$\_\_\_\_\_, and my/our actual current monthly expenses including monthly payments on post-bankruptcy debt and other Reaffirmation Agreements total \$\_\_\_\_\_, leaving \$\_\_\_\_\_ to make the required payments on this reaffirmed debt.

*If applicable:* My/Our actual current total monthly income and expenses differ from the income and expense amounts disclosed on Schedules I and J, respectively, because: \_\_\_\_\_

2. I/We understand that if my/our income less monthly expenses does not leave enough to make the payments, this Reaffirmation Agreement is presumed to be an undue hardship on me/us and must be reviewed by the court. However, this presumption may be overcome if I/we explain to the satisfaction of the court how I/we can afford to make the payments here: \_\_\_\_\_

3. I/We agree to reaffirm this debt because \_\_\_\_\_

4. I/We believe this Reaffirmation Agreement is in my/our best interest because \_\_\_\_\_

5. I/We ☐ considered ☐ did not consider redeeming the collateral under § 722 of the Bankruptcy Code (11 U.S.C. § 722). I/We chose not to redeem because \_\_\_\_\_

6. I/We ☐ was/were ☐ was/were not represented by an attorney during negotiations in this Reaffirmation Agreement.

7. Collateral:

a. Current Location and Use of Collateral \_\_\_\_\_

b. Expected Future Use of Collateral \_\_\_\_\_

c. Value (Debtor's(s') opinion) \$ \_\_\_\_\_

8. I/We received and a copy of the completed and signed Reaffirmation Agreement, which included the Disclosure Statement in Part A.

9. *If applicable:* Because the debt reaffirmed is owed to a creditor defined in section 19(b)(1)(A)(iv) of the Federal Reserve Act and I/we am/are represented by an attorney, I/we further certify that I/we believe this Reaffirmation Agreement is in my/our financial interest and I/we can afford to make the payments on the reaffirmed debt.

\_\_\_\_\_  
Signature of Debtor

\_\_\_\_\_  
Signature of Joint Debtor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**PART E: MOTION FOR COURT APPROVAL (To be completed only if the debtor is not represented by an attorney).**

I/We, the Debtor(s), affirm the following to be true and correct:

I/We am/are not represented by an attorney in connection with this Reaffirmation Agreement.

I/We believe this Reaffirmation Agreement is in my/our best interest based on the income and expenses I/we have disclosed in my/our Statement in Support of this Reaffirmation Agreement, and because (provide any additional relevant reasons the court should consider): \_\_\_\_\_

Therefore, I/we ask the court for an order approving this Reaffirmation Agreement.

\_\_\_\_\_  
Signature of Debtor

\_\_\_\_\_  
Signature of Joint Debtor

Date: \_\_\_\_\_

Date: \_\_\_\_\_